



## DISCLOSURE NOTICE

**Important – please read carefully**

### **Policyholder/Prospective Policyholder**

(This notice does not form part of the insurance contract or any other document)

**Policy reference:** <policy reference>

**Policy effective date:** <effective date>

As a short-term insurance policyholder or prospective policyholder, you have the right to the following information:

### **1. INFORMATION ABOUT THE BRYTE AGENT OR INTERMEDIARY**

#### **a. Details**

Name: <brokerage>

Authorised Financial Services Provider

Company registration number: <registration number>

FSP number: <fsp number>

VAT registration number: <vat number>

Physical address: <The Building, The Road, Johannesburg, 2001>

Postal address: <PO Box 000, Johannesburg, 2000>

Email address: <email address>

Telephone: <telephone>

Website: <website address>

#### **b. Legal status and any interest in the insurer**

<Brokerage> is a Private Company with limited liability with no direct financial interest in the insurer. This Intermediary <does><does not> receive more than 30% of its total commission from the insurer.

<Bryte Agent Name> is a Juristic Representative of Bryte Insurance Company Limited (Bryte) and receives all its commission from the insurer.

#### **c. Professional Indemnity/Fidelity Guarantee Insurance**

We have Professional Indemnity and Fidelity Guarantee with <name of company>

#### ***The following information must only print when it is a Bryte Agent***

<Name of Agent>, as a Juristic Representative of Bryte is covered under Bryte Insurance Company's Professional Indemnity Insurance

#### **d. Details on how to institute a claim**

Should you have a claim against your policy, please refer to your policy document for the procedures on how to submit a claim or do the following:

- i. Notify our claims department at the address above, by telephone or in writing.
- ii. A claim form will be handed, emailed or posted to you according to your instruction. Complete this form and return it to us using the address above. The claims department will then attend to your claim.
- iii. In the event of a theft, where a criminal act is suspected, you are required to report it to the police.
- iv. Should you have any difficulties, please contact our claims department for assistance.

**e. Compliance information of the Bryte Agent or Intermediary**

Compliance Officer: <name of compliance officer>  
Postal address: <PO Box 0000, Devon Valley, 0000>  
Email address: <email address>  
Telephone: <telephone>  
Website: <website address>

**f. Rand amount of fees and commission payable (VAT inclusive)**

Fees: <R0.00>  
Commission: <R0.00>

**g. Written mandate to act on behalf of insurer (where applicable)**

This is only applicable in respect of an Intermediary/Bryte Agent who has been authorised to bind policies on behalf of the insurer.

**2. INFORMATION ABOUT THE ADMINISTRATOR**

**a. Details**

Name: <Demonstration Administrator>  
Authorised Financial Services Provider  
Company registration number: <registration number>  
FSP number: <fsp number>  
VAT registration number: <vat number>  
Physical address: <The Building, The Road, Johannesburg, 2001>  
Postal address: <PO Box 000, Johannesburg, 2000>  
Email address: <email address>  
Telephone: <telephone>  
Website: <website address>

**b. Compliance information of the Administrator**

Compliance Officer: <name of compliance officer>  
Postal address: <PO Box 0000, Devon Valley, 0000>  
Email address: <email address>  
Telephone: <telephone>  
Website: <website address>

**c. Legal status and any interest in the insurer**

***The following info must only print when the administrator is the Broker***

<Demonstration Administrator> is a Private Company with limited liability with no direct financial interest in the insurer. This administrator <does><does not> receive more than 30% of its total commission from the insurer.

**d. Professional Indemnity/Fidelity Guarantee Insurance**

We have Professional Indemnity and Fidelity Guarantee with <name of company>

**3. INFORMATION ABOUT THE INSURER**

**a. Details**

Name: Bryte Insurance Company Limited  
Authorised Financial Services Provider  
Company registration number: 1965/006764/06  
FSP number: 17703  
VAT registration number: 4530103581  
Services: Advice and Intermediary  
Categories: Short Term Insurance (Personal Lines and Commercial Lines)  
Professional Indemnity and Guarantee: Bryte has Professional Indemnity and Fidelity Guarantee Insurance  
Physical address: Head Office, 15 Marshall Street, Ferreirasdorp, Johannesburg, 2001  
Postal address: PO Box 61489, Marshalltown, 2107  
Email address: corporate.communications@brytesa.com  
Telephone: +27 (0) 11 370 9111  
Website: www.brytesa.com

**b. Contact details of the compliance department**

The Compliance Officer  
Bryte Insurance Company Limited  
Legal and Compliance Department  
Postal address: PO Box 61489, Marshalltown, 2107  
Email: [Compliance@brytesa.com](mailto:Compliance@brytesa.com)  
Telephone: +27 (0) 11 370 9111  
Contact person: Wynand Louw

**c. Details of how to institute a claim or complaint**

Claims are normally instituted through the **Bryte Agent, Intermediary or Administrator** as applicable and described in this document. Complaints can be referred either to the compliance officer at the above address or telephone number or the Complaints Management Desk details below refer to section 6.

**d. Type of policy involved**

Your policy is a <type of product> insurance policy – refer to the policy wording for full details.

**e. Extent of premium obligations you assume as policyholder**

Your premium obligations are:

Insurance Cover

Premium: <premium>

Inclusive of:

Commission: <commission>

Binder fees: <binder fees>

**Policyholder fee(s) charged by Intermediary/Administrator/Bryte Agent**

Policyholder fee(s): <amount>

Plus VAT: <vat>

Total payable: <total>

**f. Premium grace period**

Payment, due date and consequence of non-payment. Refer to section 4.

**g. Binder Fee (where applicable)**

The binder fee of<%> is paid to <Demonstration Brokerage> in accordance with the binder agreement with Bryte Insurance Company Limited. Refer 3(e)

#### 4. PREMIUM PAYMENT

##### **Annual premium payment**

For cover to start, we must receive your premium within 31 days of the start date. If we do not receive your premium, your policy will not start. If you want to renew your policy, we must receive your premium within 31 days of the anniversary date. If your payment is not received the policy will not renew. You will only have cover up to midnight on the last day of the year for which we have received a premium.

##### **Monthly premium payment**

- a. **If you pay monthly in advance** and cannot collect the premium on the debit order date, we will try to debit your bank account on the next debit order date with the outstanding premium and the new premium due for the current month.

In the event that only one premium is received, this premium will be utilised for the first monthly unpaid premium. The current month's premium will remain unpaid and will be re-debited at the next debit order date. If we are still unable to collect this premium, the policy will end on the last day of the month for which we received a premium. **If you have a claim** during a period when a debit order has not been paid (depending on the reason for being unpaid), at the company's discretion, we will consider the claim only when we have received the outstanding premium.

- b. **If you pay monthly in arrears** and we cannot collect the premium on the debit order date, we will try to debit your account again with the same premium on the 15th of the following month.

If we still cannot collect the premium, the policy will end on the last day of the month for which we received a premium. **If you have a claim** during a period when a debit order has not been paid (depending on the reason for being unpaid), at the company's discretion, we will consider the claim only when we have received the outstanding premium.

**PCF: The total sum of the monthly debit order that exceeds the annual premium as disclosed above, relates to an 8% PCF interest charge levied on the annual premium. The 8% PCF interest charge is VAT exempt in terms of the VAT Act. (If applicable)**

#### 5. WAIVER OF RIGHTS

**Section 21** of the Code of Conduct provides that no provider may request or induce in any manner a customer to waive any right or benefit conferred on the customer by, or in terms of, any provisions of this code, or recognise any such waiver by the customer and any such waiver is null and void.

#### 6. COMPLAINTS MANAGEMENT DESK

##### **a. Non-Claims Complaints**

In the event of you being dissatisfied with any services/disclosure aspects or you have any queries, please contact Bryte Insurance Company Limited on:

Telephone: 0800 12 11 70

Email address: [nonclaimskomplaints@brytesa.com](mailto:nonclaimskomplaints@brytesa.com)

**b. Claims Complaints**

In the event of you being dissatisfied with the way in which your claim is being handled, please contact Bryte Insurance Company Limited on:

Telephone: 0800 12 11 70

Email address: [claims.complaints@brytesa.com](mailto:claims.complaints@brytesa.com)

In the event that you want to escalate your claim after discussing it with our claims manager, you can refer it to the Ombudsman for Short-term Insurance.

**7. ESCALATION OF COMPLAINTS**

**a. FAIS Ombudsman**

PO Box 74571, Lynwood Ridge, 0040

Telephone: +27 (0) 12 470 9080

Email address: [info@faisombud.co.za](mailto:info@faisombud.co.za)

Website: [www.faisombud.co.za](http://www.faisombud.co.za)

**b. Ombudsman for Short-term Insurance**

PO Box 32334, Braamfontein, 2017

Telephone: +27 (0) 11 726 8900

Email address: [info@osti.co.za](mailto:info@osti.co.za)

Website: [www.osti.co.za](http://www.osti.co.za)

**c. Particulars of Registrar of Short-term Insurance**

Financial Sector Conduct Authority

PO Box 35655, Menlo Park, 0102

Telephone: +27 (0) 12 428 8000

Toll free: 0800 11 04 43 / 0800 20 20 87

Website: [www.fsca.co.za](http://www.fsca.co.za)

**8. FRAUD REPORTING**

If you become aware of irregularities on any policy, you can contact your Insurer. Your call will be treated in confidence:

Free Call Phone: 0800 16 74 64

Unique email: [brytesa@tip-offs.com](mailto:brytesa@tip-offs.com)

Freepost address: Tip-offs Anonymous, Free Post KZN 138, Umhlanga Rocks, 4320

**9. OTHER MATTERS OF IMPORTANCE**

- a. You must be informed of any information related to material changes by the Bryte Agent, Intermediary, Insurer or Administrator.
- b. If the information above was given to you verbally, it must be confirmed to you in writing within 31 days.
- c. If any complaint to the broker or to the insurer is not resolved to your satisfaction, you may submit a complaint to the FAIS Ombudsman.
- d. Polygraph or similar tests may be conducted at the discretion of the Insurer in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.
- e. If premium is paid by debit order it may only be in favour of one person and may not be transferred without your approval.

- f. In the event of cancellation, the insurer must give at least 31 days' notice in writing of the intention to cancel a section or the entire policy.
- g. The insurer is required to give reasons in writing for the rejection of your claim and not the Intermediary, Bryte Agent or Administrator.
- h. Your insurer may not cancel your insurance merely by informing your Intermediary, Bryte Agent or Administrator. There is an obligation to make sure the notice has been sent to you.
- i. You are entitled to a copy of the policy at no extra charge.
- j. Premium Increases
  - i. Annual premium review: Premium increases at renewal of the policy are dependent on the following factors: frequency and severity of the type of claims experienced during the period of any transactions submitted by your intermediary. The application of inflationary increases are applicable on sum insured(s) on your Home (Building), Contents and All Risks sections;
  - ii. Increases in policy benefits: We reserve the right to warrant additional premium if you add any additional cover or increase benefits or cover limits to your policy.
- k. You have the right to request telephonic recordings which will be provided if/where available.
- l. You are obligated to periodically monitor your cover/sum insured, to ensure your policy remains adequate.
- m. Bryte will not be held liable for any consequences as a result of the excess not being paid over to the service provider. It is your responsibility to ensure that all remaining amounts payable to the service provider are settled subsequent to Bryte having made payment as stated above. Non-payment of the excess to the service provider might result in the service provider not releasing your property or civil action being instituted by the service provider.
- n. There might be circumstances in which interest will be payable in the event of late payment of claim settlement(s) and in such instances, the current rate of interest will be payable.

## 10. SASRIA COVER

In the event that this policy extends to include SASRIA cover, the details of the insurer providing this cover are:

SASRIA SOC Limited

Registration number: 1979/000287/06

The Executive Manager: Business Operations

Department: Mr Mziwoxolo Mavuso

Physical address: Po Box 653367, Benmore, 2010

Telephone: +27 (0) 11 214 0800

Compliance email: mziwoxolom@sasria.co.za

Compliance telephone: +27 (0) 11 214 0800

Alternate email: contactus@sasria.co.za

Website: [www.sasria.co.za](http://www.sasria.co.za)

## 11. WARNING

- a. Do not sign any blank or partially completed application form(s).
- b. Complete all forms in ink.
- c. Keep all documents handed to you and make notes as to what is said to you.
- d. Request a letter of representation from your adviser and do not be pressurised to buy the product.
- e. All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your responsibility.

- f. You need to be satisfied with the accuracy of any transaction submitted by your Intermediary, Bryte Agent or Administrator on your behalf.
- g. Misrepresentation, incorrect information or non-disclosure by you of any material facts may influence an insurer on any claims arising from or increase benefits or cover limits to your policy.

## **12. PREMIUM COLLECTION**

<collection agent> is mandated to collect premiums via debit order on our behalf. Their details are as follows:

Name: <collection agent>

Authorised Financial Services Provider

FSP number: <fsp number>

Compliance Officer: <compliance officer>

Registered address: <The Building, The Road, Johannesburg, 2001>

Telephone: <telephone number>

Website: <website address>

## **13. COOLING OFF RIGHTS (ANNUAL POLICIES)**

You may exercise your cooling off rights within 14 days after receipt of your policy documents by providing us with written or verbal notice to cancel your policy. Provided that no benefit has yet been paid or claimed or an insured event has not yet occurred, all premiums or monies paid by you, to Bryte up to the date of receipt of the notice or received on any date thereafter will be refunded to you, subject to the deduction of any risk cover enjoyed.

## **14. CONFLICT OF INTEREST**

The protection of your interests is our primary concern and we strive to ensure, there is no circumstance that could give rise to actual or potential conflict of interest in dealing with you. For more details, please click on the link below

[https://www.brytesa.com/pdf/FAIS%20Conflict%20of%20Interest%20Management%20Policy\\_Final.pdf](https://www.brytesa.com/pdf/FAIS%20Conflict%20of%20Interest%20Management%20Policy_Final.pdf)

## **15. CONTACT US**

To access a list of our offices countrywide, please click on the link below

<https://www.brytesa.com/about-us/our-geographical-footprint/>